

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, STATE CAPITOL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)

# Request for Proposal Agency Contract



Solicitation Number: **NO6531**  
 Due Date: **11/15/05 at 3:00 P.M.**  
 Date Sent: October 18, 2005

Goods and services to be purchased:

## AGENCY CONTRACT- REQUEST FOR PROPOSAL TO PROVIDE INTERNET SAFETY PUBLIC SERVICE ANNOUNCEMENTS

### Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

Solicitation Number: NO6531

Due Date: 11/15/05

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**Vendor Name:**

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AGENCY CONTRACT- REQUEST FOR PROPOSAL TO PROVIDE INTERNET SAFETY PUBLIC SERVICE ANNOUNCEMENTS, PER THE ATTACHED SPECIFICATIONS.

**QUESTIONS ON SPECIFICATIONS CALL THAD LEVAR AT (801) 530-6929.**  
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.  
RX: 670 6RX00000009  
COMMODITY CODE: 91503

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

**REQUEST FOR PROPOSAL**  
***INTERNET SAFETY PUBLIC SERVICE ANNOUNCEMENTS***  
**Solicitation # NO6531**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into a contract with a qualified firm to make public service announcements advising consumers about the dangers of using the Internet. It is anticipated that this RFP may result in a contract award to multiple contractors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

**BACKGROUND**

During the 2005 General Session the Utah Legislature enacted, and the Governor subsequently signed, H.B. 260. The bill made a one-time \$100,000.00 appropriation to the Division of Consumer Protection to contract with a person to make public service announcements advising consumers about the dangers of using the Internet.

**ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Consumer Protection in the Department of Commerce. The reference number for the transaction is Solicitation # NO6531. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**SUBMITTING YOUR PROPOSAL**

One original and six identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

**LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of one year. Subject to appropriation by the Utah Legislature, the Contract may be extended beyond the original period for an additional one year term at the State's discretion and by mutual agreement.

## **PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

## **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

## **QUESTIONS**

All questions must be submitted in writing and may be submitted to Thad LeVar via email at: [tleva@utah.gov](mailto:tleva@utah.gov) or via fax at: (801) 530-6001. Questions are due by 5:00 p.m. on October 31, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

## **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

## **PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

*\* \* \* \* \**

*(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

## **DETAILED SCOPE OF WORK**

1. **Private monies.** The contractor shall demonstrate how the contractor shall obtain and spend private monies amounting to at least two times the amount of monies provided to the contractor by the Division of Consumer Protection under the contract.
2. **Identification of media.** The contractor shall identify the types of media in which the contractor shall make the public service announcements.
3. **Production of public service announcements.** The contractor shall demonstrate how the contractor will prepare and produce the public service announcements. This demonstration shall include a description of how the public service announcements will focus especially on:
  - A. material harmful to minors;
  - B. steps a consumer may take to learn more about the dangers of using the Internet;
  - C. information about how a service provider can help a consumer learn more about the dangers of using the Internet, including the service provider's duties created by H.B. 260 (Utah 2005 Gen. Sess.); and
  - D. how a consumer can monitor the Internet usage of family members.
4. **Publication of public service announcements.** The contractor shall identify how, when (including dates and times), and in what media the public service announcements shall be publicized.

## **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

1. The offeror must establish that it has adequate financial resources to implement the work plan set forth in the proposal.
2. Pursuant to Utah Code Ann. § 13-2-9(2), a proposal will be rejected if it does not satisfy both of the following requirements:
  - A. The contractor must be a nonprofit organization.
  - B. The contractor must agree to spend private monies amounting to at least two times the amount of monies provided to the contractor by the Division of Consumer Protection under the contract.

## **PROPOSAL RESPONSE FORMAT**

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

## **PROPOSAL EVALUATION CRITERIA**

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
35 %	Cost
30 %	Demonstrated ability to meet the scope of work
15 %	Demonstrated technical capability (proven track record), etc.
10 %	Qualification and expertise of staff proposed for this project.
10 %	Performance references related to similar projects.



**INTERNET SAFETY PUBLIC SERVICE ANNOUNCEMENTS  
SOLICITATION #NO6531  
COST PROPOSAL**

**Bidder Name:**

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**1. Preparation and Production Costs.**

Provide the costs to prepare and produce the proposed public service announcements. Please attach an itemization breaking down the total costs.

\$ \_\_\_\_\_

**2. Publication Costs.**

Provide the costs to publicize the proposed public service announcements. Please attach an itemization breaking down the total costs.

\$ \_\_\_\_\_

**3. Private Monies.**

Provide the amount of private monies the contractor agrees to spend on the costs listed in 1 and 2. This amount must be at least two-thirds of the total amounts listed in 1 and 2 (at least twice the amount the contractor expects to receive from the state).

\$ \_\_\_\_\_

**INTERNET SAFETY PUBLIC SERVICE ANNOUNCEMENTS  
SOLICITATION # NO6531  
RFP EVALUATION SCORESHEET**

**Bidder:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Score will be assigned as follows:**

0 = Failure, no response  
1 = Poor, inadequate, fails to meet requirement  
2 = Fair, only partially responsive  
3 = Average, meets minimum requirement  
4 = Above average, exceeds minimum requirement  
5 = Superior

	Possible Points	Score (0-5)	Weight	Points
<b>1. Scope of Work (30 points)</b>				
Appeal to target audiences	10		×2	
Effective utilization of media	10		×2	
Effective coverage of the required focus areas	10		×2	
<b>2. Technical capability/Track record (15 points)</b>				
Examples of past similar projects	10		×2	
Financial stability	5		×1	
<b>3. Staff qualifications and expertise (10 points)</b>				
Experience of staff in similar projects	5		×1	
Adequate staff to complete the project	5		×1	
<b>4. Performance references related to similar projects. (10 points)</b>	10		×2	
<b>5. Cost (35 points)</b>				
Efficient use of resources – Allocation of funds	20		×4	
Cost Ratio - Ability to reach a large target audience	15		×3	
<b>TOTAL EVALUATION POINTS</b>	100		<b>TOTAL</b>	